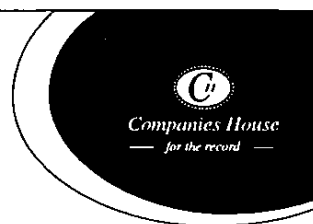


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is for**
You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge on a
company registered in the United Kingdom.
If you do this, please use form MG02s

WEDNESDAY



A63

AZ49BVE6

29/06/2011

103

COMPANIES HOUSE

ease

vuk

1	Company details	For official use
Company number	0 4 8 2 7 7 6 1	2 Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Miller (Chiswick) Limited	

2	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	1 7 7 2 2 0 0 3	
Description 1	Debenture	
Date of registration 2	2 3 1 2 2 0 0 3	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	The Governor and Company of the Bank of Scotland	
Address	The Mound	
	Edinburgh	
Postcode	E H 1 1 Y Z	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

(1) The Company with full title guarantee charged to BoS as a continuing security for the payment or discharge of the Secured Liabilities -

(a) by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule below together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property,

(b) by way of fixed charge -

(i) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of Debenture (other than any property charged in terms of Clause 1(a) above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,

(ii) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,

(iii) all present and future plant and machinery not otherwise charged under this Clause 1 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),

(iv) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,

(v) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,

/cont

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

X

This form must be signed by a person with an interest in the registration of the charge

MG02

Statement of satisfaction in full or in part of mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Company Secretary**

Company name **The Miller Group Limited**

Address **Miller House, 2 Lochside View**

Edinburgh Park

Post town **Edinburgh**

County/Region

Postcode **E H 1 2 9 D H**

Country

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linnenhall, 32-38 Linnenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(vi) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,</p> <p>(vii) all the Company's goodwill and uncalled capital for the time being,</p> <p>(viii) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 1(b)(vi),</p> <p>(ix) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p> <p>(c) by way of floating charge all the Assets (as defined below) not effectively otherwise mortgaged, charged or assigned by this Clause 1, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1(b))</p> <p>(d) The Company with full title guarantee hereby assigned in favour of BoS (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities)</p> <p>(i) all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person, and</p> <p>(ii) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture</p> <p>(e) to the extent that any such right, title and interest as is referred to in Clause 1(d) is not assignable or capable of assignment, the assignment thereof purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities</p> <p>(f) Any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by this Debenture, except in so far as BoS shall declare otherwise whether at or after the time of creation of such fixed security</p> <p>(g) BoS may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 1(c) above into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge -</p> <p>/cont</p>

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) in respect of any Assets which become subject to a fixed charge in favour of any other person,</p> <p>(ii) in respect of all the Assets charged under sub-clause 1(c) if and when the Company ceases to carry on business or to be a going concern, and</p> <p>(iii) in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company</p> <p>(h) Sub-clause 1(g) above will not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p>Negative pledge</p> <p>The Company will not without the previous written consent of BoS -</p> <p>(a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets, or</p> <p>(b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading), or</p> <p>(c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p> <p>Definitions</p> <p>Assets shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,</p> <p>Schedule</p> <p>Lovell House, 610-624 Chiswick High Road, London, W4</p>	